

We do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural fumigating or industrial operations.

8. Vandalism and Malicious Mischief

We do not cover vandalism or malicious mischief if your dwelling has been vacant or unoccupied for more than 90 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant or unoccupied.

9. Falling objects

We do not cover loss to personal property inside a building structure unless the falling object first damages the exterior walls or roof of the building structure.

10. Weight of ice, snow or sleet which causes damage to personal property in a building structure, but only if the building structure is damaged due to the weight of ice, snow or sleet.

11. Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring.

12. Bursting, running, cracking or rupture of a steam or hot water heating system, air conditioning system, air automatic fire protection system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, air automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

We do not cover loss at the residence premises under parts (12), (13), (14) and (15) caused by or resulting from freezing while the building structure is vacant, unoccupied or under construction unless you have used reasonable care to:

- maintain heat in the building structure; or
- shut off the water supply and drain the water from the systems and appliances.

15. Theft or attempted theft, including disappearance of property from a known place where it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- theft or attempted theft committed by an insured person;
- theft in or from the residence premises while under construction or of materials and supplies for use in construction until the dwelling is completed and occupied;
- theft of any property while at any other residence owned, rented to or occupied by an insured person unless the insured person is temporarily residing there;
- loss of trailers, campers, watercraft, including furnishings, equipment and outboard motors away from the residence premises;
- theft from the back of the residence premises rented by you to other than an insured person.

16. Breakage or loss, including damage to covered personal property caused by breakage of glass constituting a part of any building structure on the residence premises. This does not include damage to the glass.

Losses We Do Not Cover Under

Coverage C:

We do not cover loss to the property described in Coverage C — Personal Property Protection caused by or consisting of:

- Flood, including, but not limited to surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.

2. Water or any other substance that leaks up through sewers or drains.

3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslides, subsidence, mudflow, pressure, sinkhole, erosion or the sliding, heaving, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure or other structure at the residence premises, except as specifically provided in Section 1 (Additional Exclusions) under item 10 - "Building Codes".

We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any insured person to take all reasonable steps to save and preserve property

when the property is endangered by a cause of loss we cover.

8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an insured person.

9. Intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:
a) may be reasonably expected to result from such acts; or
b) is the intended result of such acts.

This exclusion applies regardless of whether or not the insured person is actually charged with or convicted of a crime.

10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequences of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. Vapors, fumes, acids, oxides, gases, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

12. War or warlike acts, including, but not limited to, insurrection, rebellion or revolution.

13. Weather conditions that contribute in any way with a cause of loss excluded in this section to produce a loss.

14. Planning, Construction or Maintenance, meaning:
a) planning, zoning, development, surveying, siting;
b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
c) materials used in repair, construction, renovation or remodeling or
d) maintenance.

of property, whether on or off the residence premises by any person or organization.

15. We do not cover loss to covered property described in Coverage C—Personal Property Protection when:

- there are two or more causes of loss to the covered property and;
- the predominant cause(s) of loss is (are) excluded under Losses We Do Not Cover, Items 1 through 14 above.

Additional Protection

1. Additional Living Expense

- We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover makes your residence premises uninhabitable.

Payment for covered additional living expense will be limited to the least of the following:

- the time period required to repair or replace the property we cover, using the diligence and dispatch of a prudent homeowner;
 - if you permanently relocate the shortest time for your household to settle elsewhere;
 - 12 months.
- We will pay your lost fair rental income resulting from a covered loss, less charges and expenses which do not continue, when a loss we cover makes the part of the residence premises you rent to others, or hold for rental, uninhabitable. We will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months.
 - We will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the residence premises due to a loss of a neighboring premises caused by a peril we insure against.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. Credit Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money

We will pay for loss:

- that an insured person is legally required to pay for the unauthorized use of any credit card or bank fund transfer card issued to or registered in the name of an insured person;
- caused by forgery or alteration of a check or negotiable instrument made or drawn upon an insured person's account;
- to an insured person through acceptance in good faith of currency of United States or Canadian paper currency.

Our maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

We do not cover:

- loss arising from any business of an insured person;
- loss caused by or in the direction of an insured person or any other person who had been entrusted with any credit card or bank fund transfer card;
- loss arising out of dishonesty of an insured person.

When loss is discovered, the insured person must give us immediate written notice. If the loss involves a credit card, charge plate or bank fund transfer card, the insured person must also give immediate written notice to the company or bank that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

We will pay only for loss occurring during the policy period, including those losses discovered and reported to us within one year after the

policy has terminated. We have the right to investigate and settle any claim or suit as we deem appropriate. We will pay none of the amount of the claim or of any one loss unless our obligation under each claim or suit arising from the loss.

We will defend any suit brought against an insured person for the enforcement of payment covered under paragraph 2(a) of this protection. The defense will be at our expense, with counsel of our choice.

We have the option to defend an insured person or the insured person's bank against a suit for the enforcement of payment covered under paragraph 2(b) of this protection. The defense will be at our expense, with counsel of our choice.

No deductible applies to this protection.

Debris Removal

We will pay reasonable expenses you incur to remove debris of covered property damaged by a loss we cover. If the loss to be covered property and the cost of debris removal are more than the limit of liability shown on the Policy Declaration for the covered property, we will pay up to an additional 5% of that limit for debris removal.

Emergency Removal of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss we cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect your property from a loss we cover at the residence premises. No deductible applies to this protection.

Temporary Repairs After A Loss

We will reimburse you up to \$5,000 for the reasonable and necessary cost you incur for

temporary repairs to protect covered property from further imminent covered loss following a loss we cover. This coverage does not increase the limit of liability applying to the property being repaired.

Trees, Shrubs, Plants and Lawns

We will pay up to an additional 5% of the limit of liability shown on the Policy Declaration under Coverage A—Dwelling Protection for loss to trees, shrubs, plants and lawns at the address of the residence premises. We will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicle not owned by an occupant of the residence premises, vandalism or malicious mischief, theft or collapse of a building structure or any part of a building structure.

We will pay up to \$500 for reasonable expenses you incur for the removal of debris of trees at the address of the residence premises for direct physical loss caused by windstorm, hail or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under Coverage A—Dwelling Protection.

We do not cover trees, shrubs, plants, or lawns grown for business purposes.

Temperature Change

We will pay for loss to covered personal property in a building structure at the residence premises resulting from a change in temperature. The change in temperature must result from a covered loss to the building structure.

This coverage does not increase the limit of liability applying to the damaged property.

Power Interruption

We will pay for loss to the contents of freezers and refrigerated units on the residence premises caused by the interruption of power which occurs at the residence premises. If a power interruption is known to an insured,

person, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

10. Building Codes

We will pay up to 10% of the amount of insurance shown on the Policy Declarations under Coverage A - Dwelling Protection to comply with local building codes after a covered loss to the dwelling and when repair or replacement results increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair or demolition of the dwelling.

11. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under Section I of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

12. Collapse

We will cover:

- a) the entire collapse of a covered building structure;
- b) the entire collapse of part of a covered building structure; and
- c) direct physical loss to covered property caused by (a) or (b) above.

For coverage to apply, the collapse of a building structure specified in (a) or (b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under Section I, Coverage C - Personal Property Protection;
- b) hidden decay of the building structure;
- c) hidden damage to the building structure caused by insects or vermin;
- d) weight of persons, animals, equipment or contents;
- e) weight of rain or snow which collects on a roof;
- f) defective methods or materials used in construction, repair, remodeling or

renovation but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This protection does not change the limit of liability that applies to the covered property.

13. Land

In the event of a sudden and accidental direct physical loss results in both a covered loss to the dwelling, other than the breakage of glass or safety glazing material, and a loss of land stability, we will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the dwelling sustaining the covered loss.

The Section I - Losses We Do Not Cover Under Coverages A and B reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

14. Lock Replacement

Coverage A - Dwelling Protection is extended to include reasonable expenses you incur to replace or re-key exterior door locks at the residence premises with locks or cylinders of like kind and quality. Coverage is provided when a key to a lock is stolen as part of a covered theft loss. The limit of liability under this coverage following any one theft loss is \$500.

Section I Conditions

1. Deductible

We will pay when a covered loss exceeds the deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.

2. Insurable Interest and Our Liability

In the event of a covered loss, we will not pay for more than an insured person's insurable interest.

in the property covered, not more than the amount of coverage afforded by this policy.

3. What You Must Do After A Loss

In the event of a loss to any property that may be covered by this policy, you must:

- promptly give us or our agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, charge plate or bank fund transfer card, give written notice to the company or bank that issued the card or plate.
- protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- separate damaged from undamaged personal property. Give us a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine and permit us to make copies.
- produce receipts for any increased costs to maintain your standard of living while you reside elsewhere, and records supporting any claim for loss of rental income.
- as often as we reasonably require:
 - show us the damaged property;
 - at our request, submit to examinations under oath, separately and apart from any other person named as you or insured person and sign a transcript of the same.
- produce representations, employees, members of the insured's household or others to the extent it is within the insured person's power to do so; and
- within 60 days after the loss, give us a signed, sworn proof of the loss. This statement must include the following information:
 - the date, time, location and cause of loss;
 - the latest insured persons and others in the property, including any circumstances;

- the actual cash value and amount of loss for each item damaged, destroyed or stolen;
- any other insurance that may cover the loss;
- any changes in the use, occupancy or possession of the property that have occurred during the policy period;
- at our request, the specifications of any damaged building structure or other structure;
- evidence supporting any claim under the Credit Card, Bank Fund Transfer Card, Check/Order and Counterfeit Money Protection. State the cause and amount of loss.

4. Our Settlement Options

In the event of a covered loss, we have the option to:

- repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- pay to all or any part of the damaged, destroyed or stolen property as described in Condition 5. How We Pay For a Loss.

Within 30 days after we receive your signed claim proof of loss, we will notify you of the option or options we intend to exercise.

5. How We Pay For A Loss

Under Coverage A — Dwelling Protection,

Coverage B — Other Structures Protection and

Coverage C — Personal Property Protection,

payment for covered loss will be by one or more of the following methods:

- Special Payment. At our option, we may make payment for a covered loss before your repair, rebuild or replace the damaged, destroyed or stolen property if:
 - the whole amount of loss for property covered under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building;

Building Structure Reimbursement provision.

- 2) the whole amount of loss for property covered under Coverage C — Personal Property Protection Without Deduction for Depreciation, is less than \$2,500 and if your Policy Declarations shows that the Personal Property Reimbursement provision applies and the property is not excluded from the Personal Property Reimbursement provision.

- b) Actual Cash Value: If you do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d). If you repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) Building Structure Reimbursement Under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection: We will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxics or pollutants as required to complete repair or replacement of that part of a building structure(s) damaged by a covered loss.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) The replacement cost of the part(s) of the building structure(s) for equivalent

construction for similar use on the same building premises.

- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with equivalent construction for similar use on the same residential premises; or
- 3) the limit of liability applicable to the building structure(s) as shown on the Policy Declarations for Coverage A — Dwelling Protection or Coverage B — Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to building structure(s) and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under Coverage C — Personal Property Protection;
- 2) property covered under Coverage B — Other Structures Protection that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and eider or antennas whether or not fastened to a building structure; or
- 4) land.

Payment under a), b) or c) above will not include any increased cost due to the enforcement of building codes, ordinances or

laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures except as provided under Section 1, Additional Protection 10. Building Codes.

D) Personal Property Reimbursement Under Coverage C — Personal Property

Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the limit of liability shown on the Policy Declaration for Coverage C — Personal Property Protection, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary, and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to:

memorable souvenirs and mementos (items or).

- A) property that was obsolete or unusable for its originally intended purpose because of age or condition prior to the loss.

6. Our Settlement Of Loss

We will settle any covered loss with you in less than 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award, or a court judgment.

7. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 10 days, you or we can ask a judge of a court of record in the state where the insured premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser's expenses and equally bear expenses for the umpire and all other appraisal expenses.

8. Abandoned Property

We are not obligated to accept any property or responsible for any property abandoned by an insured person.

9. Permitted Use of Premises:

a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant.

b) You may make alterations, additions or repairs, and you may complete structures under construction.

10. Our Rights To Recover Payment:

When we pay for any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. Our Rights To Obtain Salvage:

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by us in payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 30 days after we receive your agreed, sworn proof of loss.

When we settle any loss caused by theft or disappearance, we have the right to obtain all or part of any property which may be recovered. An insured person must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice of recovery to us.

12. Suit Against Us:

No suit or action may be brought against us unless there has been full compliance with all policy terms. Any suit or action must be brought within one year after the inception of loss or damage.

13. Loss To A Pair Or Set:

If there is a covered loss to a pair or set, we may:

a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or

b) pay the difference between the actual cash value of the pair or set before and after the loss.

14. Glass Replacement:

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

15. No Benefit To Bailor:

This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

16. Other Insurance:

If both this insurance and other insurance apply to a loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

17. Property Insurance Adjustment:

When the Policy Declarations indicate that the Property Insurance Adjustment Condition applies:

The limit of liability shown on the Policy

Declarations for Coverage A — Dwelling

Protection will be revised at each policy

anniversary to reflect the rate of change in the

index identified on the Policy Declarations.

The limit of liability for Coverage A — Dwelling

Protection for the succeeding premium period

will be determined by changing the existing limit

in proportion to the change in the index between

the time the existing limit was established and

the time the change is made. The resulting

amount will be rounded to the nearest \$1,000.

Adjustment in the limit of liability for Coverage A

— Dwelling Protection will result in an

adjustment in the limit of liability for Coverage B

— Other Structures Protection and Coverage C

— Personal Property Protection in accordance

with the Allstate Manual of Rules and Rates.

We will not reduce the limit of liability shown on the Policy Declaration without your consent.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by Allstate at the time a change in limits is made.

Allstate has the right to change to another cost index or to withdraw this condition as of a policy anniversary date by giving you at least 30 days notice. This applies only if the change or withdrawal applies to all similar policies issued by Allstate in your state.

B. Mortgage

A covered loss will be payable in the mortgage named on the Policy Declaration, in the event of an increase in hazard, intentional or criminal acts of or directed by an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions, and

We will:

- protect the mortgagee's interest in a covered building structure in the event of an increase in hazard, intentional or criminal acts of or directed by an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions, and
- give the mortgagee at least 10 days notice if we cancel this policy.

The mortgagee will:

- turn in proof of loss within 90 days after notice of the loss if an insured person fails to do so;
- pay upon demand any premium due if an insured person fails to do so;
- notify us in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- give us the mortgagee's right of recovery against any party liable for loss; and
- after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgage interest provision shall apply to any trust or trust trustee or other secured party.

Section II - Family Liability and Guest Medical Protection

Coverage X

Family Liability Protection

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, Allstate will pay damages which an insured person becomes legally obligated to pay because of bodily injury or property damage arising from an occurrence to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an insured person. If an insured person is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

Losses We Do Not Cover Under Coverage X:

- We do not cover any bodily injury or property damage intended by, or which may reasonably be expected to result from the intentional or original act or omission of any insured person. This exclusion applies even if:
 - such insured person lacks the mental capacity to govern his or her conduct;
 - such bodily injury or property damage is of a different kind or degree than intended or reasonably expected; or
 - such bodily injury or property damage is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether or not such insured person is actually charged with, or convicted of, a crime.

- We do not cover bodily injury to an insured person or property damage to property owned by an insured person whenever any benefit of